

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: :
Terence Poulton : Case No.: 20-12607
Shannon Poulton : Chapter 13
: Judge Magdeline D. Coleman
: * * * * *

Debtor(s) :

Wells Fargo Bank, N.A., d/b/a Wells : Date and Time of Hearing
Fargo Auto : February 2, 2021 at 10:30 a.m.

Movant, :

vs : Place of Hearing
: U.S. Bankruptcy Court
Terence Poulton : 900 Market Street, Courtroom #2
Shannon Poulton : Philadelphia, PA, 19107
:

William C. Miller, Esq. : Related Document # 42

Respondents.

ORDER OF COURT

AND NOW, to wit, this 19th day of January, 2021, upon consideration of the foregoing Stipulation for Settlement of Movant's Motion for Relief from the Automatic Stay, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. The terms of the foregoing Stipulation are hereby approved in their entirety and incorporated herein as part of this Order.
2. Pursuant to the Stipulation, Movant is entitled to relief from the automatic stay upon default of Debtor, subject to the terms of the Stipulation.

By the Court:



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

CC:

Karina Velter, Attorney for Creditor, Manley Deas Kochalski LLC, P.O. Box 165028,
Columbus, OH 43216-5028 (notified by ecf)

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**STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY (DOCKET
NUMBER 42) AS TO 2014 HYUNDAI TUCSON BEARING THE VEHICLE
IDENTIFICATION NUMBER ("VIN") KM8JUCAG7EU911508 (DKT. #42)**

This matter having come before the Court on the Motion for Relief from Stay which was filed in this court by Wells Fargo Bank, N.A., d/b/a Wells Fargo Auto ("Movant") as Docket Number 42, and the opposition of Terence Poulton and Shannon Poulton (collectively, "Debtor") thereto; and it appearing to the Court that the parties have agreed to a course of action which will permit the continuation of the automatic stay conditioned upon certain provisions incorporated herein for the protection of Movant. Parties stipulate to the following and request a Court Order approving same.

1. The Parties agree that the Chapter 13 Plan filed herein on behalf of the Debtor provided that said Debtor was to make regular monthly payments to Movant outside of the Plan in a regular monthly fashion.
2. The Parties agree that in breach of the terms of said Plan, the Debtor failed to make certain of the regular monthly payments to Movant; said payments are currently in default for the months of June 2020 and subsequent months, incurring a total post-petition arrearage of \$2,561.93 as of December 29, 2020, which consists of 7 post-petition payments at \$365.99 each.
3. Debtor shall repay the total post-petition arrearage of \$2,561.93 directly to the Chapter 13 Trustee who shall then disperse the funds to Creditor.

4. Debtor shall submit ongoing monthly payments directly to the Creditor starting with the January 22, 2021 post-petition payment and continue to make timely post-petition payments directly to Movant in a regular monthly fashion.
5. Debtor shall file a modified Chapter 13 Plan wherein the post-petition arrearage for the months of June 2020 through December 2020 is included in the Plan. Debtor shall file the Motion to Modify Chapter 13 Plan within thirty (30) days of the Court Order approving this stipulation.
6. Movant is permitted to file a Supplemental Proof of Claim in the amount of \$2,561.93 representing the total post-petition delinquency. The Supplemental Proof of Claim shall be paid as a secured claim through the Chapter 13 Plan.
7. Payments must be sent directly to Wells Fargo:

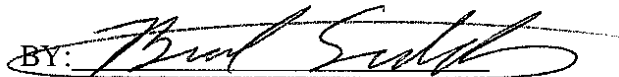
Wells Fargo Auto
PO Box 17900
Denver, CO 80217-0900
8. The following are events of default under this Stipulation:
 - a. Debtor's failure to file a Modified Chapter 13 Plan within 30 days of the Court Order approving this stipulation;
 - b. Debtor's failure to remit any two (2) post-petition monthly payments;
9. In the event of a Default, Movant shall send a Notice specifying the Default, to Debtor and Debtor's counsel ("Notice"), allowing Debtor ten (10) days to cure the Default ("Cure Opportunity"). If the Default is not cured, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
10. Debtor's opportunity to cure the default shall be limited to three occurrences. Upon the fourth default occurrence, without notification to the Debtor and his/her attorney, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
11. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates his case by order of the Court and/or the Movant obtains relief from stay and the stay is subsequently reinstated by order of the Court.
12. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 1/11/2021

BY: /s/ Karina Velter
Karina Velter (94781)
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028
614-220-5611; Fax 614-627-8181
Email: kvelter@manleydeas.com
Attorney for Creditor

Dated: 1/11/21

BY: 
Brad J. Sadek
Sadek and Cooper
1315 Walnut Street, Suite 502
Philadelphia, PA 19107
Email: brad@sadeklaw.com
Attorney for Debtor

I do not object to the foregoing Stipulation

/s/ LeeAne O. Huggins Without Prejudice to Any Trustee Rights or Remedies

William C. Miller, Esq. January 18, 2021
Chapter 13 Trustee
P.O. Box 1229
Philadelphia, PA 19105